

Simple Letter Agreement for the Transfer of Animals

In response to RECIPIENT's request for the MATERIAL transgenic mice, the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: [insert fee]
9. If RECIPIENT generates crossbred mice that incorporate the _____ allele, RECIPIENT may transfer such crossbred mice to non-profit institutions under the terms of a material transfer agreement that notifies the non-profit institution of the existence of PROVIDER's rights to the crossbred mice.
10. If RECIPIENT generates crossbred mice that incorporate the _____ allele, RECIPIENT agrees to provide such crossbred mice to PROVIDER, upon request, under the same terms as this agreement.
11. In accepting this animal/these animals, RECIPIENT accepts full responsibility for its/their custody, care and use under all applicable Federal laws, including but not limited to the Animal Welfare Act and implementing U.S.D.A. regulations. By transferring this animal/these animals, PROVIDER grants no right, title or interest in any patented or patentable subject matter contained within the animal(s).

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

PROVIDER Scientist: _____

PROVIDER Organization: _____

Address: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Certification of Authorized Official: **This Simple Letter Agreement** ___ has / ___ has not [check one] **been modified. If modified, the modifications are attached.**

Signature of Authorized Official

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

RECIPIENT SCIENTIST: _____

RECIPIENT Organization: National Institute of Mental Health,

Address: Building 10, Room 4N222, 10 Center Drive MSC 1381, Bethesda, MD 20892-1381

Name of Authorized Official: Phuong Kim Pham, Ph.D.

Title of Authorized Official: Director, Office of Technology Transfer, NIMH

Signature of Authorized Official

Date:

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

RECIPIENT SCIENTIST

Date